NECCare™

NEC

NECCare Standard/300 Maintenance and Service Warranty Program

Express5800/320Fd FT Server

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The NEC Corporation of America product(s) discussed in this document are warranted in accordance with the terms of the Limited Warranty Statement accompanying each product. However, actual performance of each product is dependent upon factors such as system configuration, customer data, and operator control. Since implementation by customers of each product may vary, the suitability of specific product configurations and applications must be determined by the customer and is not warranted by NEC Corporation of America

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Introduction

NEC Corporation of America, "NECAM", offers one of the strongest warranty programs in the computer industry. This document will focus on the NECCare Standard Warranty Program for the Express5800/300 Series Fault Tolerant Servers.

Warranty Registration

For efficient service, register your system online at:

http://www.necam.com/registration

Upon receipt of the registration information of your new NEC product you will be entitled to utilize NEC's online Self-Support web site. You will find such information as; product updates, specific warranty coverage for your product or you can initiate technical support for your questions all from one location.

Program Highlights

NEC Corporation of America's NECCare Standard/300 Maintenance and Service Warranty Program offers you the following benefits:

- 3-years Standard Limited Warranty coverage
- 3-years of Customer Replacement Units (CRU) parts replacement:
    - For those parts designated as CRU, NECAM will provide a Next Business Day Advanced CRU part shipment to the customer.
- Toll-free hardware technical support five days a week, 9 hours a day (8AM to 5PM local time in the continental US and Canada) Monday through Friday.
- 90 days telephone support for core software (Operating system, BIOS, Management Software.)
- 1-Year telephone support for VMWare.

Supplemental Professional Service

NECCare Services are designed to reduce risks and protect your IT investment with the NEC Express5800/300 Series Server through warranty and maintenance, implementation/installation and relocation services.

Installation Services

NEC installation services are recommended when implementing an NEC Express5800/300 Series Server. Installation services are fee-based and will be conducted by an NEC Engineer and or by a Certified NEC Service Provider.

- Requires preplanning for installation by NECAM and the Customer. An Installation Site Preparation Guide will be delivered and agreed upon between the Customer and NECAM prior to installation. This document will provide an outline of the installation plans and processes.
- Installation will take a minimum of one (1) day for hardware and one (1) day each to implement/install either SRE scripts for up to 2 applications or for Active Upgrade Standard implementation. Hardware installation includes; hardware, operating system, network connection, configuration and administrator training. Anything beyond one (1) day will require additional fees.

Relocation Services

NEC Relocation services are available as a fee-based service delivered by an NEC Engineer and or a Certified NEC Service Provider to help Customers protect their IT investments by reducing risks, including minimal downtime, that are known to be associated with relocation.

- NECAM or the Certified Service Provider will work with the Customer to assist with planning and coordination of the move.
- Damage caused by relocation without the assistance of NEC is not covered under this warranty program. Please refer to the section “What is Covered and What is Not Covered” for more information.
- Servers moved without the assistance of NEC may require recertification to validate warranty.
- The original shipping carton should be retained for limiting risks associated with relocation.

Registered Limited Warranty

NEC Corporation of America warrants this Product to be free from defects in material and workmanship, and agrees to repair or replace any part of the enclosed unit that proves defective under these terms and conditions.

If service requires the replacement of any parts, components, or modules, the replacement items become the property of Customer and the replaced items become the property of NECAM. The warranty period for the Machine is from its original Date of Installation; the date on the invoice is considered the Date of Installation unless NEC notifies you otherwise.

NECAM may use new, used, serviceable, or reconditioned parts, components, or modules that are in good working order as replacements. Replacement items shall be of like kind and quality of those replaced. Spare parts are warranted for ninety (90) days.

If you do not register your Server with NECAM, you will be required to present proof of purchase as evidence of your entitlement for warranty service. Please retain your proof of purchase with your records.

Who is Protected?

This warranty may be enforced only by the original purchaser of the Product and is not transferable.

What is Covered and What is Not Covered?

Except as specified below, this warranty covers all defects in material or workmanship in this Product. The following are not covered by this warranty:

1. Any Product that is not distributed in the U.S.A. or Canada by NEC Corporation of America.

2. Any Product on which the serial number has been defaced, modified, or removed.

3. Any Product that has been removed from the U.S.A. or Canada.

4. Damage, deterioration, or malfunction resulting from:

- Accident, misuse, abuse, neglect, fire, water, lightning or other acts of nature, improper storage, unauthorized Product modification, or failure to follow instructions supplied with the Product.
- Alteration, repair or attempted repair by anyone not authorized by NEC Corporation of America.
- Any shipment, reshipment or physical movement of the Product (claims must be presented to the carrier).
- Relocation, removal, installation or re-installation of the Product not managed by NECAM.
- Any other cause that does not relate to a Product defect.

5. Cartons, carrying cases, external cabinets, magnetic or digital tapes, or any accessories used in connection with the Product.

6. This warranty covers only NEC Corporation of America - supplied components. Service required as a result of third party components is not covered under this warranty, including third-party software even if it is distributed by NECAM.

What NEC Corporation of America Will Pay for and what NEC Corporation of America Will Not Pay for

NEC Corporation of America will pay labor and material expenses for covered items, but NEC Corporation of America will not pay for the following:

1. Removal or installation charges.

2. Payment of shipping and related charges incurred in returning the Product for warranty repair.

3. Costs of initial technical adjustments (set-up), including adjustment of user controls.

How You Can Get Warranty Service

Express5800/300 Series NECCare customers in the continental U.S. and Canada have one phone number to use when calling for technical support or hardware repair on their Express5800/FT server. Calls for initiating a repair request should be made by calling **1-866-269-1239**. Be prepared to provide the Serial Number to your server to NEC for quick response.

NEC Corporation of America may require that you provide the original bill of sale or receipt as proof of purchase in order to obtain warranty service. Please retain such proof of purchase with your records

For easy reference, write down your Serial Number here and keep this document in a safe and accessible location.

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When arranging for a hardware repair, you will speak with a trained technician. The technician will determine whether you have a hardware or software failure and then will provide you with the appropriate service options. If appropriate, you will be given instructions on how to return your CRU part in a NECAM supplied box. You may be given a reference number that you should retain for your records.

If NEC authorizes on-site service for your repair, a qualified technician will arrive at your site the next business day from the time of dispatch. If you are located outside of a service coverage area, travel charges will be applied.

All parts or systems returned to NECAM must be accompanied with an RMA (Return Material Authorization) number. To obtain an RMA number for product return, please contact the FT Customer Support line at: 1-866-269-1239.

Limitation of Damages and Implied Warranties

NEC Corporation of America's sole liability for any defective product is limited to the repair or replacement of the product at our option. NEC Corporation of America shall not be liable for:

1. Damage to other property caused by any defects in this product, damages based upon inconvenience, loss of use of the product, loss of time or data, commercial loss; or

2. Any other damages of any kind.

NEC CORPORATION OF AMERICA MAKES NO OTHER EXPRESS WARRANTY WITH RESPECT TO THIS PRODUCT. ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, ARE LIMITED IN DURATION TO THE TERM OF THE EXPRESS WARRANTY STATED HEREIN. LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER ANY WARRANTIES IS EXCLUDED TO THE EXTENT PERMITTED BY LAW.

Note: Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state and province to province.

Note: All Products returned to NEC Corporation of America for service ***MUST*** have prior approval. This may be obtained by calling **1-866-269-1239**.

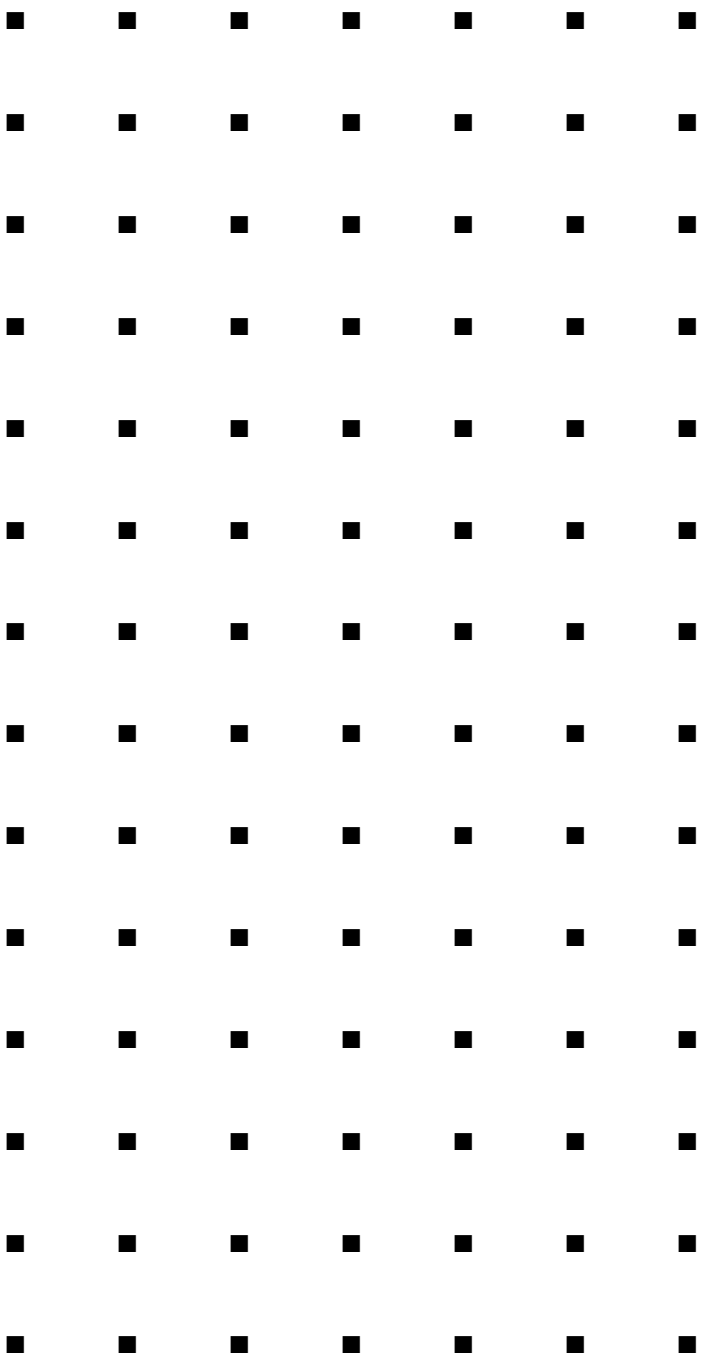
This Product is warranted in accordance with the terms of this limited warranty. Consumers are cautioned that Product performance is affected by system configuration, software, the application, customer data, and operator control of the system, among other factors.

While NEC Corporation of America products are considered to be compatible with many systems, the specific functional implementation by the customers of the product may vary. Therefore, the suitability of a product for a specific purpose or application must be determined by the customer and is not warranted by NEC Corporation of America.

Register Today!

It's quick and convenient to register your new NEC Corporation of America Express5800/300 Series Server to receive fast service and support. It's easy! To register online, just go to:

http://www.necam.com/registration



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